INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

PLEASE DO NOT RETURN YOU	JK FORM TO I	HE ABOVE ADDRI	ESS. RETURN COMPLETED I	OKW TO THE	ADDRESS IN BLOCK 4 BELOW	·
I. SOLICITATION NUMBER		2. (X one)			3. DATE/TIME RESPONSE I	DUE
		a. INVI	TATION FOR BID (IFB)			
SP0412-04-R-2911		b. REQ	UEST FOR PROPOSAL(RFI	P)		
SI 0412-04-K-2911		c. REQ	UEST FOR QUOTATION (R	FQ)		
			INSTRUCTIONS			
Note: The provision entitled "R	equired Centra	al Contractor Regist	ration" applies to most solicit	ations		
If you are not submitting a res different return address is indica	•	•	••		g office in Block 4 unless a	
Offerors or quoters must incluattachments). "Fill-ins" are provious solicitation carefully. The penalty.						
3. Offerors or quoters must plair proposals that is in the solicitation						
Information regarding the tim Modifications, and Withdrawals	eliness of respo of Bids" or Ins	onse is addressed in structions to Offero	the provision of this solicitatirs - Competitive Acquisition".	on entitled eithe	er "Late Submissions,	
4. ISSUING OFFICE (Complete maili	ng address, inc	luding Zip Code)	5. ITEMS TO	BE PURCHAS	SED (Brief description)	
Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5770						
6. PROCUREMENT INFORMATION	(X and compl	ete as applicable)				
a. THIS PROCUREMENT IS U	NRESTRICTE	ED				
X b. THIS PROCUREMENT IS _			ALL BUSINESS. THE APPL	ICABLE NAIC	S CODE IS: 336413	
c. THIS PROCUREMENT IS			B ZONE CONCERNS. THE A			
d. THIS PROCUREMENT IS R 7. ADDITIONAL INFORMATION	ESTRICTED '	TO FIRMS ELIGIE	BLE UNDER SECTION 8(a)	OF THE SMAL	L BUSINESS ACT.	
8. POINT OF CONTACT FOR INFOR	PMATION					
a. NAME (Last, First, Middle Initial)	CWATION	*		. ADDRESS (Ir	nclude Zip Code)	
SUZANNE ANGUS, PZGDD42				•	Center Richmond	
c. TELEPHONE NUMBER (Include Area Code and Extension)			ATTN: DSCR Procurement 8000 Jefferson Davis Highway Richmond, Virginia 23297-5151			
(804) 279-5410 S	uzanne.Angus@)dla.mil				
9. REASONS FOR NO RESPONSE (
a. CANNOT COMPLY WITH		ONS	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED			ITEMS INVOLVED
b. UNABLE TO IDENTIFY TE			e. OTHER (Specify)			
c. CANNOT MEET DELIVER		IENT				
10. MAILING LIST INFORMATION WE DO DO NOT		E DETAINED ON	THE MAILING LIST FOR E	LITLIDE DDACI	UREMENT OF THE TYPE IN	IVOLVED
11a. COMPANY NAME	DESIRE TO B	E RETAINED ON	b. ADDRESS (Include Zip C	Code)	DREMENT OF THE LIFE IN	VOLVED.
			_			
c. ACTION OFFICER	***		<u> </u>	The state of the s	The state of the s	
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FROM

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SOLICITATION NUMBER

SP0412-04-R-2911

DATE (YYMMDD) LOCAL TIME
2004 MAY 17

TO Defense Supply Center Richmond ATTN: DSCR-JJC 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860

SOLI	CITA	TION, OFFER AND	AWARD	1	THIS CONT UNDER DI			D ORD	DER .	->	DOA1		1	27	
2. CON	TRACT	NO.	3. SOLICITA	TION NO.				SOLIC	ITATION	5.	5. DATE ISSUED 6. REQUISITION/PUR				
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7. ISS	JED BY	,		CODE	SP040	00	8. ADDRESS OFFER TO (If other than Item 7)								
	8	Defense Supply Center Ric ATTN: DSCR Procuremen 8000 Jefferson Davis High Richmond, Virginia 23297	wav		<u> </u>		Bid Custodian Defense Supply Center Richmond ATTN: DSCR Procurement 8000 Jefferson Davis Highway								
NOTE	•	ed bid solicitations "offer"		nean "bid"	and "bidder	.11.			chmond, Virg						
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CAUT	ION -	s): (804)279-4165 LATE Submissions, Modification of the subject to all terms and con	ditions contair	ed in this	s: Section L, solicitation.	Provisio	n No. 52	2.214-7	or 52.215-1		(110)			(Date)	
10. FO	3	A. NAME SUZANNE	ANGUS, PZ	GDD42											
CALL	ATION .	B. PHONE / FAX (NO C (804) 279-5410 / FA	COLLECT CALI X: (804)279-3	CS) C. E 715	-MAIL ADDI	RESS ABLE OF			ngus@dla.m	il					
(X)	SEC.	DI	ESCRIPTION			PAGE(S)	1	SEC.			DESCRIPTION		<u></u>	PAGE(S)	
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Х	В	SUPPLIES OR SERVICES A	ND PRICES/CO	OSTS	***	9		PAR'	T III - LIST O	F DOC	UMENTS, EXHIBIT	S AND (THER ATTACH		
X	С	DESCRIPTION/SPECS./WO	RK STATEMEN	ŊΤ		11	X	J	LIST OF AT					19	
X	D	PACKAGING AND MARKI	NG			11	P.	ART	IV - REPF	RESE	NTATIONS A	ND IN	STRUCTIO		
X	Е	INSPECTION AND ACCEPT	TANCE		-	13									
X	F	DELIVERIES OR PERFORM	IANCE			13	X	X K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			,	19			
	G	CONTRACT ADMINISTRA	TION DATA				X	L	INSTRS., C	INSTRS., CONDS., AND NOTICES TO OFFERORS			22		
	Н	SPECIAL CONTRACT REQ	UIREMENTS				X	М	EVALUATION FACTORS FOR AWARD			24			
NOTE:	Item 1	2 does not apply if the solic	itation include	s the provi	sions at 52.2	214-16, N	∕inimun	Bid A	cceptance P	eriod.				•	
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13A. A	ND DDRES F FFERO								OFFER (T)	ype or p	rint)				
15B. TI	ELEPHO	NE NO. (Include area code)			IF REMITTA			1	7. SIGNATU	RE			18. OFFER	DATE	
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19. AC	CEPTEI	O AS TO ITEMS NUMBERED		20. AMOL	JNT		21. AC	COUNT	ING AND AP	PROPE	RIATION				
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41 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)										
24. ADMINISTERED BY (If other than Item 7) CODE				****	25. PAY	MENT	WILL BE MA	ADE B	Y	COI	DE				
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26. NA	26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNI	TED ST	TATES OF AM	MERIC	A	28.	AWARD DATE			
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IMPO	RTANT	- Award will be made on this	Form, or on Stan	dard Form 2	26, or by other	r authorize	d official	written	notice.						

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34 NSNs for AC Ducts 2

The purpose of this solicitation is to provide worldwide support for the National Stock Numbers (NSNs) listed in Attachment 1. The NSNs are from FSC 1560, 1620, 1660, 2620 and NAICS 336413. The NSNs may be awarded individually. The contractor may quote on the entire solicitation or on as many NSNs as they have the capability to perform. The contract awarded will be an Indefinite Delivery Indefinite Quantity type contract. The solicitation contains a two-year base period with three one-year option periods. The NSNs on this solicitation were chosen based on the World Wide Web Industrial Capabilities Assessment Program (WICAP). WICAP uses the Department of Commerce's North American Industrial Classification System (NAICS) which is based on similar manufacturing processes. The NSNs listed in Attachment 1 identify the items to be included in this solicitation.

The contractor shall function as a source of supply for the NSNs on this contract to consistently deliver parts to the DLA Depots. Delivery Orders will be issued to the contractor through the Paperless Ordering Placement System (POPs), Automated Delivery Orders (ADO) or manual orders. If POPs, the contractor would interface with DoD Information Systems in an Electronic Commerce/ Electronic Data Interchange (EC/EDI) environment as specified in section titled 'System Interface and Integration' below. ADOs would require internet capability to receive email notification that the order was available on the Procurement Gateway. Manual delivery orders would be issued for contractors unable to utilize an automated process and for items requiring first article testing, government furnished tooling, or for other special or unique requirements.

Pricing: The Contractor is to provide pricing for the base period and option periods. Attachment 1 identifies the NSNs, maximum order quantities, minimum order quantities, and estimated demand quantities (EDQ) for the base period and three option periods. Contractors are requested to utilize the electronic (Excel spreadsheet) version of Attachment 1 for use in the electronic submittal of pricing and government ease in the evaluation process. Contractors are not required to honor orders for quantities less than the Minimum Order Quantity [see clause I67, 52.216.19]. It is important to note that offers will be evaluated based on the estimated demand quantity (see M12, 52.216-9G09). The EDQ is based on the best projection available at the time of this solicitation and is subject to change. Some of the NSNs may have EDQs of zero; however, these NSNs may not necessarily have zero demands. They may, in fact, be items recently assigned to DSCR, or items for which historical data is otherwise incomplete or unavailable, or items for which the Government has no recurring demands and therefore, cannot forecast any realistic estimates.

** Vendors are strongly encouraged to submit pricing in an electronic format (spreadsheet) either through e-mail or on a disk to help expedite the evaluation process.

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Evaluation: Evaluation will be on a line-by-line basis. Each individual NSN will be evaluated by multiplying the proposed unit price for each period (e.g. base and option periods) times the EDQ for that period to arrive at the estimated total for each NSN. In those cases where the EDQ is zero or less than the minimum order quantity, the government will use the minimum order quantity to represent the evaluated quantity. The total evaluated price for each NSN will be the sum of the total evaluated price for base period and option periods plus any additional proposed costs to include first article testing and other non-recurring costs, if applicable.

I71, 52.216-22, Indefinite Quantity: The guaranteed minimum contract value is defined as the guaranteed monetary value of the aggregate orders issued during the base period only. The minimum will not guarantee orders for any particular item or group of items. The Government will not guarantee a minimum for the option periods.

In the event of a split award, the Government will compute a different guaranteed minimum and maximum contract value for each contract awarded under this solicitation.

The guaranteed minimum value will be determined in accordance with the following formula:

10% of the aggregate extended dollar value of the Estimated Demand Quantity (EDQ) for the NSNs (base period only), computed as follows:

0.1 x ([NSN1 price x EDQ] + [NSN2 price x EDQ] + etc).

The maximum contract value is defined as:

150% of the aggregate extended dollar value of the estimated value for the base period. This calculation will also apply to each option year.

1.5 x ([NSN1 price x EDQ]) + [NSN2 price x EDQ] + etc)

Delivery: The contractor shall deliver to the DLA distribution depot as designated on each delivery order (DO). The contractor shall ship ordered items on or before the required contract delivery date specified in the DO. The recommended delivery date for each NSN is indicated in Attachment 1.

Delivery shall be FOB Destination. The contractor shall consolidate shipments from the same source to the same destination whenever possible.

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First Article Testing applies to 22 NSNs on this solicitation. FOB Destination; Inspection at Origin; Acceptance at Destination Government First Article Testing: QTY UNIT PRICE DELIVERY CLIN NSN 9906AA 1560-00-055-3956 1 EA \$_____ Required FAT Delivery - 90 days ARO Test/Eval - 150 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$500.00 9906AB 1560-00-288-6132 2 EA \$_____ Required FAT Delivery - 90 days ARO Test/Eval - 120 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$2,000.00 1 EA 9906AC 1560-00-552-6173 \$_____ Required FAT Delivery - 120 days ARO Test/Eval - 120 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$400.00 9906AD 1560-00-787-2064 1 EA \$____ Required FAT Delivery - 120 days ARO Test/Eval - 180 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$500.00 9906AE 1560-00-788-4450 1 EA \$_____ Required FAT Delivery - 120 days ARO Test/Eval - 120 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$1,000.00 9906AF 1560-00-955-6394 1 EA Required FAT Delivery - 120 days ARO Test/Eval - 120 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$1,000.00 9906AG 1560-00-980-8226 1 EA \$____ Required FAT Delivery - 120 days ARO Test/Eval - 150 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$500.00 9906AH 1560-01-005-4524 1 EA \$____ Required FAT Delivery - 90 days ARO Test/Eval - 120 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$500.00 9906AI 1560-01-025-6273 2 EA \$_____ Required FAT Delivery - 90 days ARO Test/Eval - 120 days Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$2,000.00

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Required FAT Delivery - 1	20 days	ARO	
Test/Eval - 120 days			
Clause M3 52.209-9G05 - E	st Govt	cost	to test/evaluate FAT - \$1,500.00
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9906AK 1560-01-039-9347 Required FAT Delivery - 1		EA	\$
Test/Eval - 120 days	20 days	ARO	
	st Govt	cost.	to test/evaluate FAT - \$400.00
_	20 00,0	0000	co cest, evaluate IAI \$400.00
9906AL 1560-01-046-1372	1	EA	\$
Required FAT Delivery - 1	20 days	ARO	
Test/Eval - 120 days	_		
Clause M3 52.209-9G05 - E	st Govt	cost	to test/evaluate FAT - \$300.00
9906AM 1560-01-046-1412		EA	\$
Required FAT Delivery - 1:	20 days	ARO	
Test/Eval - 120 days			
Clause M3 52.209-9G05 - E	st Govt	cost	to test/evaluate FAT - \$500.00
9906AN 1560-01-047-3477	1	EA	ę
Required FAT Delivery - 12			\$
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9906AO 1560-01-047-3478		EA	\$
Required FAT Delivery - 12	20 days	ARO	
Test/Eval - 120 days			
Clause M3 52.209-9G05 - E	st Govt	cost	to test/evaluate FAT - \$500.00
0006AD 1560 01 066 3100			
9906AP 1560-01-066-3198 Required FAT Delivery - 90	7 T	EA	\$
Test/Eval - 120 days	uays A	.KU	
	et Govet	cost	to test/evaluate FAT - \$1,000.00
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9906AQ 1560-01-112-2677	1	EA	\$
Required FAT Delivery - 12			т
Test/Eval - 120 days	4 ·	_	

Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$1,000.00

Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$750.00

Clause M3 52.209-9G05 - Est Govt cost to test/evaluate FAT - \$500.00

\$____

\$____

9906AR 1560-01-166-7341 1 EA

Required FAT Delivery - 120 days ARO

9906AS 1560-01-168-9362 1 EA

Required FAT Delivery - 120 days ARO

Test/Eval - 120 days

Test/Eval - 120 days

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CONTINUATION SHEET	Solicitation Number:				
CONTINUATION SHEET	SP0412-04-R-2911				
9906AT 1560-01-237-4460 1 EA Required FAT Delivery - 120 days ARO Test/Eval - 120 days	\$				
Clause M3 52.209-9G05 - Est Govt cost	to test/evaluate FAT - \$1,500.00				
9906AU 1560-01-299-7969 1 EA Required FAT Delivery - 120 days ARO Test/Eval - 120 days	\$				
Clause M3 52.209-9G05 - Est Govt cost	to test/evaluate FAT - \$2,000.00				
9906AV 1560-01-301-0233 1 EA Required FAT Delivery - 120 days ARO Test/Eval - 120 days Clause M3 52.209-9G05 - Est Govt cost					
The following requirements apply to a See the Quality Matrix (Attachment 3) are applicable. Government Furnished Mylar - 3 N Export Control - 29 NSNs	for which NSNs these requirements				
Surge and Sustainment: Surge and Sustainment NSNs are identified in Attachment 2. Surge and Sustainment requirements are outlined in clauses 52.217-9G25 and 252.217-9006 in Section I, in instruction 52.217-9G26 in Section L, and in 52.217-9G27 in Section M. In the attachment, the individual quantity requirements for each month are identified as well as the total six-month requirement per NSN. 'Surge Support' is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions.					
Surge and Sustainment Requirement. Notice to Offerors: The 6000 series CLINs identify the surge quantity that may be ordered by the government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified at Attachment 2.					
The offeror must specify the percenta quantities or state 'none'. If the of will be evaluated with no additional	feror fails to do so, the offeror				
Surge Support Plus	98				
Investment costs: Investment costs, i otherwise state 'none'. Reference Cla	f any, to execute the surge plan use 52.217-9G25 (I92K) and				

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Investment Costs \$____

252.217-9006 (I89F).

Packaging Requirements: Attachment 4 includes Procurement Identification Descriptions (PID) obtained from the Contract Technical Data File (CTDF). Refer to individual PIDs for specific packaging requirements.

Surplus Offers: Surplus offers will not be considered for award as it is unlikely that offerors will be capable of providing surplus material for the life of the contract.

Quality: The contractor shall establish, implement, document and maintain a quality system that ensures conformance to all contractual requirements and meets the requirements of ISO 9001:2000. However, the contractor may propose an equivalent quality system model. If the contractor chooses to propose an equivalent quality system, the clause in E5 - 52.246-11 -Higher Level Quality Requirements must be completed.

The PID data in Attachment 4 provides the specific inspection requirements of each individual NSN. The Quality Matrix, Attachment 3, include columns that provide information to supplement the requirements stated in the PID, and in the event that a conflict exists between these two documents, the PID shall be the prevailing requirement. The inspection/acceptance point of each NSN is identified in the Quality Matrix as the Place of Inspection (PIC) code. PIC code C or 1 requires origin inspection/acceptance and PIC code 2 requires destination inspection/acceptance.

Full texts of Quality Assurance Provisions (QAPs) are available on DSCR Master Solicitation, Section 2, at http://www.dscr.dla.mil/qap.qaps.htm.

Access to Technical Data Packages: Items shall be manufactured in accordance with Government technical data packages, specifications and drawings. The contractor may obtain technical data packages using the following websites:

http://www.dscr.dla.mil/tdmd - Contractors must have a membership number to access technical data. Contractors must follow the instructions provided on this website to obtain a membership number and technical data.

Military Specifications (MIL-SPEC) and Federal Specifications (FED-SPEC) can be downloaded from the following websites:

http://assist.daps.mil/online/start, http://dodssp.daps.mil and/or http://assist.daps.mil.

The Contractor is responsible for notifying the Government if the drawings or technical data is different from the information cited in the PID.

System Interface and Integration: If the Paperless Order Placement System is selected as the automation method, in accordance with Clause 52.211-9G33-POPS- Computer Compatibility, the contractor shall establish interface capability with DLA's Standard Automated Material Management System (SAMMS) and Defense Automated Addressing System (DAAS). These interfaces will be for purposes of sending and receiving EC/EDI transmissions, electronic invoices and/or receipt transactions processing, and establishing two-way communication for logistics and management information. The Contractor shall ensure adequate systems interfaces are used to integrate commercial systems with Government systems for the entire logistics trail.

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CONTINUATION SHEET

The following three EDI transactions are required for the purposes of transmitting the DOs and Tracking Performance:

850 Purchase/Delivery Order 856 Shipment Notice Manifest

The Purchase/ Delivery Order (850) will be processed through Defense Supply Center Richmond. The Shipment Notice (856) will identify the order shipment date of the total quantity.

NOTE: This solicitation includes the attachments listed below which should be downloaded from the following DSCR website: http://www.dscr.dla.mil/kd/

Attachment 1: Pricing Workbook (Excel Spreadsheet)
Attachment 2: Surge and Sustainment (Excel Spreadsheet)

Attachment 3: Quality Matrix (Excel Spreadsheet)

Attachment 4: PID Data (html format)

CONTINUATION SHEET

Solicitation Number: SP0412-04-R-2911 PAGE 9 OF PAGES

SECTION B

PR: LTC04041018090

NSN: SEE ATTACHMENT (

ITEM DESCRIPTION:
SEE ATTACHMENT 4

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999 QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00: WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X: UNIT CONT = A1: OPI = O: INTRMDTE CONT = PACK CODE = Q: PACKING LEVEL = B: MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129. SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING. PALLETIZATION SHALL BE IN ACCORDANCE WITH D001450000 REV A **DATED 1210** SUPPLEMENTAL INSTRUCTIONS PRESERVATION AND UNIT PACKING SHALL BE ID ENTICAL TO COMMERICAL PACKAGING PRACTICES USED BY THE SUPPLIER FOR PREVENTION OF DETERIORATION AND MECHANICAL DAMAGE IAW ASTM-D-3951-95

SEE CLAUSE 52.211-9G22, SECTION F, CODE F8, FOR D001450000 PALLETIZATION REQUIREMENTS.

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002, as amended by Change Notice 1, dated January 15, 2004. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code

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Solicitation Number: SP0412-04-R-2911

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SECTION B

39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

NON-MILSTRIP PROJ

CONTINUATION SHEET

Solicitation Number:

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NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

References in this document to MIL-STD-129 or MIL-STD-129 (Latest Revision) are intended to mean MIL-STD-129P, December 15, 2002.

SECTION B

9-5

FIRST ARTICLE DELIVERY UNDER INDEFINITE DELIVERY CONTRACTS DSCR (MAR 1999)

B21B 11-9 POPS - PRODUCT INFORMATION:

DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

B24A 14-1 FACSIMILE BIDS/PROPOSALS DSCR (MAR 1999)

- (a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.
- (b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.
- (1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30~a.m. on the day of bid opening will be presumed to have been received
- (2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

B33 17-5 MANDATORY OPTION REQUIREMENT (MAR 1999) DSCR

The option clause in Section I of this solicitation is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner

B33C 17-13 POPS-GENERAL SOLICITATION NOTICE DSCR (OCT 2001)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 3 option years. See DSCR Clause 52.217-9608 (Section I).

DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION C

POPS - COMPUTER COMPATIBILITY C3 52.211-9033 DSCR (MAR 2001)

- (a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.
- (b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
- (c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:
 - 850 Purchase/Delivery Order Transaction Set 856 Ship Notice/Manifest Tranaction Set
- (d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.
- (e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN
 - Defense Supply Center, Richmond Directorate of Planning and Resource Management Systems and Procedures Division ATTN: DSCR-OZP, Sandra Moore 8000 Jefferson Davis Highway Richmond, VA 23297-5516 (Phone: (804) 279-4552)

(f) Specifics of the POPS System can be obtained from:

The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil/edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.

(h)	The	following	vendor	EDI/Y2K	information	applies
(vendor	fill	-in):				

EDI/Y2K Point(s) of Contact:				
Phone Number(s):				
Value Added Network (VAN):				
ISA07 Qualifier:				
ISA08 identifier:				
GS03 Identifier:				

SECTION D

D4I 52.211-9G45 POPS-SPECIAL MARKING INSTRUCTIONS (OCT 2001) DSCR

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to

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the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

PACKAGING AND MARKING 52.211-9G73 REQUIREMENTS (JUL 2002) DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ${\tt ASTM-D-3951}$ is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military
- (b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments FMS shipments

Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shippents OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.
- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.
- (e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

D04 52.211-9010

MILITARY SHIPPING LABEL (MSL) REQUIREMENT - MIL-STD-129P

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship

packaged materiel to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

- (b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.
- (c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at URL:http://www.dscc.dla.mil/offices/packaging/specstdslist.html#STDs.
 - (d) This clause does not apply to -
- (1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS:
- (2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or
- (3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction

S9E - Defense Supply Center Columbus - Construction S9G - Defense Supply Center Richmond S9I - Defense Supply Center Philadelphia - General and

Industrial

S9T - Defense Supply Center Philadelphia - Clothing and Textiles

S9M - Defense Supply Center Philadelphia - Medical Materiel S9P - Defense Supply Center Philadelphia - Perishable

Subsistence

S9S - Defense Supply Center Philadelphia - Semi-perishable

The appropriate unit of issue (\mbox{U}/\mbox{I}) will appear as a two digit alpha character.

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The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an 'A' and eight zeros, (i.e. 'A00000000')

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of ISO/IEC-16388 is available from:

The American National Standards Institute 25 West 43rd Street New York, NY 10036

or through www.ansi.org or www.iso.ch.

SECTION E

52.246-2

INSPECTION OF SUPPLIES - FIXED

PRICE (AUG 1996)

R5 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the applicable higher-level contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03 is included.

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

- Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ISO/ANSI/ASQC standard indicated above Specify
- [] Other process control system that is equivalent to or better than the applicable ISO/ANSI/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-I-45208 or MIL-9858 systems which have been augmented to be equivalent to ISO 9002 or ISO 9001 respectively.
- [] An existing system modeled after
 - [] MIL-I-45208 or [] MIL-Q-9858

and not previously determined insufficient for

the Government's purpose.
THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE
TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system. 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASOC Z1.4-1993. Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment DSCR (MAR 2000)

E7 52.246-16

RESPONSIBILITY FOR SUPPLIES

(APR 1984)

E14 52,246-9G16

INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)

Inspection point: [X] Destination [X] Origin Acceptance point: [X] Destination [X] Origin

[] Inspection and Acceptance will take place at:

Origin - First Shipment Only Destination - Subsequent Shipments

SECTION F

F1BA 52.211-16 VARIATION IN QUANTITY (APR 1984)

- (b) The permissible variation shall be limited to:
- 0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F1BB	52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
F8	52.211-9G22	DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV C (03290) DSCR (NOV 2003)
F16	52.211-9G50	ORDERING OFFICE AND TIME OF

DELIVERY

Delivery orders will be issued by DSCR and shall specify date of delivery which will not be less than

		STO	OCK		DVD
FOB	Destination	ATT 1	days	N/A	days
FOB	Origin	N/A	days	N/A	days

after the order is mailed to or otherwise furnished to the contractor.

F28B	52.242-15	STOP WORK ORDER (AUG 1989)
F28BB	52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
F31	252.246-7000	MATERIAL INSPECTION AND RECEIVING

DSCR NOTES:

In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[X]	Defense Supply Center, Richmond 1	CY
	8000 Jefferson Davis Highway	
	Directorate of Business Operations	
	ATTN: Inventory Control Manager	
	Richmond, VA 23297-5862	

OTHER: []

NO. CY(s)

DSCR (NOV 1996)

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED

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PRIORITY RATING FOR VARIOUS 52.211-9004 TRRC LONG-TERM CONTRACTS DLAD (MAR 2000)

DSCR NOTE: The DPAS rating will be reflected on the DSCR (APR 2001) individual delivery order.

T50 52.215-2 AUDIT AND RECORDS - NEGOTIATION

(JUN 1999)

52.215-8 ORDER OF PRECEDENCE (OCT 1997) I50C

52.216-18 ORDERING (OCT 1995) **I66**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: DATE OF AWARD

THROUGH: 2 YEARS THEREAFTER

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by 9/30/04 . The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

ORDER LIMITATIONS (OCT 1995) 52.216-19

- (a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than N/A DVD or ATTACH 1 Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum Order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of DVD or ATTACH 1 Stock N/A
 - (2) Any order for a combination of items in excess
 - A series of orders from the same ordering (3) office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

I67A 52.216-19 DSCR NOTE POPS - MINIMUM ORDER DSCR (AUG 1990) QUANTITY

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ ATTACHMENT 1 . Notwithstanding such

minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the OUP.

52.216-22 T71 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days from the date of contract

OPTION TO EXTEND THE TERM OF 188 52.217-9 THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

LIMITATIONS ON SURGE AND 189F 252,217-9006 SUSTAINMENT (S&S) INVESTMENTS DLAD (JUL 1999)

52.217-9608 OPTION TO EXTEND THE TERM OF **I91** THE CONTRACT - SUPPLIES (JUL 2000)

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

- [] Option unit prices are the same as the unit prices offered for the basic contract, or
- [] Option period unit prices are as indicated in the schedule.

192BA 52,217-9G15 FLEXIBLE OPTIONS DSCR (NOV 1996)

- (a) This solicitation is for an indefinite quantity with a guaranteed minimum for one year, the base year. also includes 3 options for one year each.
- (c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 99% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

192F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)

- (a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.
- (b) The Government reserves the right to bilaterally add the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract to addition to the contract.
- (c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor $% \left(1\right) =\left(1\right) \left(1\right) \left($ provide the Government thirty (30) days advance written notice

such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such

thirty
(30) day period. The Government will delete any such item from this contract after receiving the required notice. contractor considers another commercial catalog item as a

substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued

item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(d) If the contractor discontinues an item without replacement,

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the contractor will advise the Government of alternate sources of supply for a comparable item.

I92K 52.217-9G25 SURGE & SUSTAINMENT REQUIREMENT DSCR (JUN 2001)

- (a) Definitions. As used in this clause-
- (1) 'Surge and Sustainment (S&S) Capability' means the ability of the contractor and base suppliers to meet increased quantity/acclerated delivery requirements, using production and supplier base capabilities, in support of a broad spectrum of possible Department of Defense contingencies. This capability includes both the ability to ramp-up to meet early requirements (i.e., surge), as well as to sustain an increased production and delivery pace throughout the contingency(ies) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations.
- (2) 'Surge and Sustainment (S&S) Quantity' means the quantity beyond peacetime level requirements necessary to support contingency operations. The quantity and required delivery are identified on an NSN basis, representing that needed to support two separate contingency operations for a specified time period, generally a year unless otherwise specified in the schedule.
- (b) Scope of Requirement. The Contractor agrees to maintain the capability to produce and deliver the quantity of supplies or services identified in the schedule as the S&S requirement throughout the life of the contract. This capability shall be maintained in addition to peacetime level requirements and other existing Government contracts.
- (1) Notification of S&S Capability Changes. Changes that negatively impact S&S capability shall be reported in writing to the Contracting Officer within ten working days after the contractor becomes aware of such impact. Such notification shall include the Contractor's proposed corrective action plan.
- (2) Changes and Additions. The Government reserves the right to revise, reassess, or update S&S requirements during the life of the contract.
- (3) Agreement to Participate in S&S Validation/
 Testing. By submission of an offer for the S&S requirement,
 the contractor agrees to participate in S&S testing as
 required by the Government to validate the S&S capability.
 Testing/validation may include, but not be limited to,
 participation in live exercises, participation in Commanderin-Chiefs or Joint Chiefs of Staff exercises approved in the
 DLA Joint Training Plan, paper exercises, simulations, or
 command post exercises. The Government reserves the right
 to require tests using other methodologies when deemed
 appropriate.
- (c) Ordering. Any S&S designated supplies or services to be furnished under this contract will be ordered in accordance with the ordering clause by issuance of delivery orders or task orders specifically identified as
- (1) Effective Date for S&S Capability. Orders for the S&S quantity may be issued immediately after award unless the contractor has identified during negotiations, and the Government has approved, an alternate date for the contractor to attain the required S&S capability. The contractor's capability assessment shall clearly support the alternate date for attaining full S&S capability.
- (2) Limitations. The order limitations clause applicable to the peacetime level requirements shall not apply to the S&S quantity to the extent that it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the total phased quantity specified for each S&S delivery. The Government may order in excess of each phased delivery quantity provided the contractor shall accept the excess quantity. Multiple orders for the same NSN may be issued to support multiple contingencies provided the total quantity ordered does not exceed the total S&S quantity for all phases of delivery.
- (3) Contract Ceiling. The Government reserves the right to increase the contract ceiling as necessary to

accommodate the S&S quantity to the extent such quantity was not considered when establishing the initial contract ceiling.

(d) Options to Extend the Contract Term: The Government may consider the contractor's performance of the S&S requirements in determining whether exercise of the option is the most advantageous method of meeting the Government's needs. Factors that may be considered include maintenance of the S&S capability; results of validation/testing; performance during an actual contingency; and other pertinent information related to the S&S requirement.

194	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
196	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
1102	52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
1112H	52.219-9003	DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)
I118	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
1120M	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
1121	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
I121A	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
/->	10	

- (a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

1122	52.222-26	EQUAL OPPORTUNITY (APR 2002)
1125	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
1126	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
I127	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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Clau the Depa	se mandates annurtment of Labor.	ual reporting NLT September 30 Potential penalties resultin	ng	I186A	52.230-6	ADMINISTRATION OF ACCOUNTING STANDAR (NOV 1999)		
from fut	ure government of act the VETS-100	Reporting System via e-mail a	ıt	1187	252.231-7000	SUPPLEMENTAL COST DFARS (DEC 1991)	PRINCIPLES	
verify[a employme	t]vets100.com wi nt emphasis unde	th questions concerning Vetera er Federal contracts.	ans'	1188	52.232-1	D110/70/70 / 100	• >	
		additional information and/or				PAYMENTS (APR 198	•	
	artment of Labor	the VETS-100 form by accessing website:	ıg	1189	52.232-8	DISCOUNTS FOR PROM (FEB 2002)	PT PAYMENT	
	http://www.vets1	00.cudenver.edu		1190	52.232-11	EXTRAS (APR 1984)	
		DSCR (DEC	2001)	1191	52.232-16	PROGRESS PAYMENTS	(APR 2003)
				make pro	gress payments or	designated payment o n the 30th day after a proper progress pa	the designa	
1133	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)						
1134	52.223-14	TOXIC CHEMICAL RELEASE		1193	52.232-17	INTEREST (JUN 1	996)	
		REPORTING (OCT 2000)		1195	52.232-23 ALT I	ASSIGNMENT OF CLAIS	MS (JAN 1: (APR 1:	
1135	252.223-7004	DRUG-FREE WORK FORCE DFARS (SEP 1988)		1196	52.232-25	PROMPT PAYMENT (OCT 2003)	
1138	52.225-13	RESTRICTIONS ON CERTAIN FORE PURCHASES (DEC 2003)	:IGN	I196B	52.232-25 DSCR NOTE	POPS - PROMPT PAYM DSCR (APR 2000)	ENT NOTICE	
1139	252.225-7001	BUY AMERICAN ACT AND BALANCE PAYMENTS PROGRAM DFARS (APR 2003)	: OF	The 52.232-2	following deviati 5:	ion is applicable to	FAR Clause	
1140	252.225-7002	QUALIFYING COUNTRY SOURCES A SUBCONTRACTORS DFARS (APR		with the	following:) and (v) are deleted	-	
I140C	252.225-7004	REPORTING OF CONTRACT PERFOR OUTSIDE THE UNITED STATES DFARS (APR 2003)	MANCE	price, and performed	nd extended price	ion, quantity, unit of supplies deliver are is not required set.	ed or serv	ices
1147	252.225-7012	PREFERENCE FOR CERTAIN DOMES COMMODITIES DFARS (FEB 2003		number an except fo	nd date of shipme or POPS contract. ent will be shown	and payment terms (e ent, prompt payment o . Bill of Lading nu n for shipments on Go	discount ter mber and we	rms), iqht
I147C	252.225-7013	DUTY-FREE ENTRY DFARS (APR 2003)		In ac	dition to the ab	pove deviation, the some ensure proper payme	following ent of invoi	ice:
I148C	252.225-7014	PREFERENCE FOR DOMESTIC SPEC METALS DFARS (APR 2003) ALT I (APR 2003)		unit of : example,	issue price speci if 12 each (EA)	ice price shall correctified in the contract equals 1 box (BX) and the item by BX, the	. For d the contr	ract
1149B	252.225-7016	RESTRICTION ON ACQUISITION O BALL AND ROLLER BEARINGS DFARS (APR 2003)	F	be submit	ted on an EA pri	ice basis.		
1157C	252.226-7001	IMIT TRANSPORT OF THE PARTY		1196H	52.232-33	PAYMENT BY ELECTRON TRANSFER-CENTRAL CO	NTRACTOR	
11370	232.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWN: ECONOMIC ENTERPRISES DFARS (SEP 2001)	ED	DSCR section (NOTE: Unless ot	therwise stated in the corder, the payment is	e remarks	
1158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)		contained informati	l in the CCR has ion that may be o	precedence over any contained in the Remi stract/order. DSCR	other payme	ent
1159	52.227-2	NOTICE AND ASSISTANCE REGARD PATENT AND COPYRIGHT INFRINGI (AUG 1996)		I197A	252.232-7004	DoD PROGRESS PAYMEN DFARS (OCT 2001)	T RATES	
1173	52.227-9907	GOVERNMENT-FURNISHED MYLAR DSCR (APR 1997)		1199	52.233-1	DISPUTES (JUL 2002)	
1177	52.229-3	FEDERAL, STATE, AND LOCAL TA:	XES	DSCR NOTE		process to mediate t	wo types of	:
I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 198	34)	to the Co 41 U.S.C. final dec as a resu	disputes: (1) co entract Disputes 601-613, (CDA), dision by the con lt of either a c	ntract claims filed Act of 1978, as amer prior to issuance c tracting officer, th ontractor or governm nations for Default,	pursuant ded, f a at arise ent claim,	
				CONTINUED	ON NEXT PAGE			

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CONTINUATION SHEET

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other contract disputes, resulting from an issue in other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (9914

1200	52.233-3	PROTEST AFTER AWARD (AUG 1996)
1206	52.242-13	BANKRUPTCY (JUL 1995)
1208	52.243-1	CHANGES FIXED PRICE (AUG 1987)
1211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
1211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
1213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
I213D	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) DFARS (MAR 2000)
1227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)
1231	52.246-9G01	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)
1235	52.246-9G05	WARRANTY PPP&M DSCR (APR 2000)
1237E	52.246-9G33	MISDIRECTED SHIPMENTS DSCR (JAN 1996)
1237G	52.246-9G36	CONFIGURATION CONTROL DSCR (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

http://www.dscr.dla.mil/gap/gaps.htm

- When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and approved as provided for at (b) below.
- Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.

- (3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.
- Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.
- Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.
- Process Notices of Revision (NORS) in (6) accordance with Paragraph 5.4.7 and APPENDIX G.
- (7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

1240	252.247-7023	TRANSPORTATION OF SUPPLIES BY SE DFARS (MAY 2002)
1242	52.248-1	VALUE ENGINEERING (FEB 2000)
1244	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
1246	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
1247	52.249-9000	ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)

The contractor and the Government expressly agree that, The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated sumplies or which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

CLAUSES INCORPORATED BY REFERENCE T248 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement

http://www.acq.osd.mil/ dp/dars/dfars.html

http://www.dscr.dla.mil/

DSCR Master Solicitation organized as follows:

procurement/mastersol.htm

Section 1: Full text of DLA clauses and provisions and

DSCR clauses, provisions, and notices.
Full text Quality Assurance Provisions (QAPs)
Shipping/scheduling information for freight Section 2: Section 3:

shipments destined for stock locations (DSCR Form P41 reference for freight shipments).

Procurement Automated Contract Evaluation (PACE) Section 4: Instructions

Full text of Contract Data Requirements List Section 5: (CDRLs)

Special Packaging Instruction (SPIs) Drawings Full text of Individual Repair Parts Ordering Section 6: Section 7: Data (IRPODs)

DLA site with links to all

http://www.procregs.hq. dla.mil/icps.htm

of the above

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

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T249 52 252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

The use in this solicitation or contract of any (a) Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.

(b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

1249B

52.253-1

COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic

FORM NO/TITLE

ATTACHMENT NO

- [] DD 346 RAW (BASIC PROCESSED) AND SEMI-FAB STOCK FORM
- DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED
- DD 1423 CONTRACT DATA REQUIREMENTS CDRL is available at -- http://www.dscr.dla.mil/qap/CDRLs.htm
- [] DD 1664 DATA ITEM DESCRIPTION DID is available at http://www.dscr.dla.mil/qap/CDRLs.htm
- [] DD 1949-1 LSAR DATA SEL SHT
- [] DD 1949-2 PROV ROMT STATEMENT
- [] DD 2345 TECHNICAL DATA AGREEMENT Form is available at http://web1.whs.osd.mil/icdhome/DDEFORMS.htm
- [] DSCR 2375 TECHNICAL MANUAL DISTRBN
- DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at http://www.dscr.dla.mil/procurement/mastersol.htm
- [] QUALITY ASSURANCE PROVISION
- [] TECHNICAL DATA
 TECHNICAL DATA is available at -http://www.dscr.dla.mil/tdmd
- [] OTHER:

SECTION K

52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.
- The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a) (1) through (a) (3) above; or
- (2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3)

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

NAME:	
TITLE:	

- (ii) As an authorized agent, does certify that the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and
- As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.
- If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K4A 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, -
- No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer OMB standard form LUL Disclosure of Lobbying offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- Submission of this certification and disclosure is a (c) Summission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than

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\$100,000, for each such failure.

K6 52.207-4

ECONOMIC PURCHASE QUANTITY -SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisition in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
		 	
			

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K7A 52.209-5

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER
RESPONSIBILITY MATTERS
(DEC 2001)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that ${\ \ }$
 - (i) The offeror and/or any of its principals -

(A) are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in Subdivision (a) (1) (i) (D) of this provision.

 $\begin{tabular}{lll} (ii) & The offeror, has [] has not [], \\ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency. \\ \end{tabular}$

K8 252.209-7001

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

K13A 52.215-6

PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, $% \left(1\right) =\left(1\right) \left(1\right) \left($

[] intends, [] does not intend

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE: (STREET ADDRESS, CITY, COUNTY, STATE

ZIP CODE)	
	-
	_
	-
NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR QUOTER.	
	-
	-
	_
K16A 52.219-1 SMALL BUSINESS PROGRAM	

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.
 - (2) The small business size standard is 1000

REPRESENTATIONS (APR 2002) ALT I (APR 2002)

- (3) The size standard for non-manufacturers is 500 employees.
 - (b) Representations.
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The

	CONTENT	AUTON CHIDDE	Solicitation	on Number	:		PAGE OF	i
	CONTINU	ATION SHEET	SP04	12-04-R	-2911		21	27
business joint vo HUBZone venture	s concern or con enture: small business	name or names of the HUBZone cerns that are participating i .] concern participating in the j separate signed copy of the HU	in the Each joint	Commonwe States V other te	alth of Puerto Ri Tirgin Islands, th	es, the District of ico, Guam, American ne Northern Mariana esion over which the	Samoa, the Islands, or	United any
as disa	ter than \$25,000 dvantaged in par	when acquisition value is est and offeror represented itsel agraph (b)(2) of this provision the category in which its own	lf on).	K29	252.225-7000	BUY AMERICAN ACT PAYMENTS PROGRAM C DFARS (APR 2003)	ERTIFICATE	
falls:	[] Plac	k American.				certifies that the f country end products		d
		anic American.		Lir	e Item Number	Coun	try of Orig	in
Eskimos		ve American (American Indians,	,	end prod	(3) The following	ng end products are	other forei	gn
America	[] Subc	n-Pacific American. continent Asian (Asian-Indian),	,	Lir	ne Item Number		try of Orig known)	in
		vidual/concern, other than one	e	 K29C	252.225-7003	REPORT OF INTENDED	PERFORMANC	
K23	52.222-22	PREVIOUS CONTRACTS AND COMI REPORTS (FEB 1999)	PLIANCE			OUTSIDE THE UNITED DFARS (APR 2003)		
The	offeror represe	ents that		K31C	252.225-7031	SECONDARY ARAB BOY DFARS (APR 2003)	COTT OF ISR	AEL
previou	s contract or su	[] has not participated in abcontract subject to the Equal this soliciation;		CORPORAT	TION: Pursuant to	RS FROM THE CANADIAN D Defense FAR Supple Corporation (CCC) wi	ment 225.67	0-2,
	It [] has, nce reports	[] has not filed all requir	red	other proposed	recontractual mate d subcontractor.	erial, a certification son 252.225-7031 above	on from its	m to
K24	52.222-25	AFFIRMATIVE ACTION COMPLIANT (APR 1984)	NCE				DSCR (AFR 2	0037
The	offeror represe	ents that		K37A	252.247-7022	REPRESENTATION OF TRANSPORTATION BY DFARS (AUG 1992)		
(a)	It [] has dev	reloped and has on file,		(In)	B	The Offeror repres	.anta that i	_
	[] has no file,	ot developed and does not have	on	(1)	•	ipate that supplies		
by the	establishment, rules and regula	Affirmative Action Programs relations of the Secretary of Labo			rted by sea in the ract resulting from	e performance of any om this solicitation	contract c	
(b) the wri	tten Affirmative	previously had contracts subjection Programs requirement of the Secretary of Labor.			ted by sea in th	e performance of any om this solicitation	contract c	
ruics u	na regaracions c	or the occidenty of habor.		K38	52.247-9G17	PRODUCTION FACILITY DSCR (AUG 2000)	TIES	
K24E	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)		for the the app	supplies. Each	pping and inspection location will be property of the property	ovided in	
K27C	52.223-13	CERTIFICATION OF TOXIC CHE RELEASE REPORTING (JUN 200		(a) where s	SHIPPING LOCATION SHIPPING LOC	ON: Insert below the	ted-up by,	
[]	•	BLOCK THAT IS APPLICABLE.) facility does not manufacture	e,		ight carrier, pos al shipment to th	t office, or small pe consignee.	parcel carri	er,
section	or otherwise us 313(c) of EPCRA	se any toxic chemicals listed of A, 42 U.S.C. 11023(c);	under		(STREET, CITY, MBER PLANT NAME	PHONE COUNTY, STATE, ZIP	CODE) NUME	ER
		e facility does not have 10 or specified in section 313(b)(1)(b)(1)(A);						
313(f) thresho	lds of toxic che of EPCRA, 42 U.S lds at 40 CFR 37	e facility does not meet the remicals established under sec 5.1023(f) (including the a 5.2.27, provided an appropriate been filed with EPA);	tion lternate			THE END ITEMS WILL E		:
20 thro	d Industrial Cla ugh 39 or their	e facility does not fall within assification Code (SIC) major (corresponding North American: (NAICS) sectors 31 through 33;	groups Industry	packagi:	ng) will be inspe (STREET, CITY,	n where the end iter cted. PHONE COUNTY, STATE, ZIP		ER

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(v) The facility is not located within any

COMMITATION CHIEFE		Solicita	icitation Number: PAGE OF				PAGES
CONTINUATIO	ON SHEET	SP	SP0412-04-R-2911			22	27
			L10C	52.211-14	NOTICE OF PRIORITY NATIONAL DEFENSE US		90)
			[]	DX Rated Order;	[X] DO Rated Order		
(c) LOCATION WHERE PACKAG Insert below the location wher inspected. ADDRESS (STREET, CITY, PHON	e the packaging/pac	king will be	L12	252.211-7001	AVAILABILITY OF SPI AND STANDARDS NOT I DODISS, DATA ITEM I NOT LISTED IN DOD 5 AND PLANS, DRAWINGS	LISTED IN DESCRIPTIONS 5010.12-L,	I
ITEM NUMBER PLANT NAME COUNT	Y, STATE, ZIP CODE)	NUMBER			PERTINENT DOCUMENTS DFARS (DEC 1991)	3	
		- · · · · · · · · · · · · · · · · · · ·	DSCR NO	TE:			
			the Tec http:// is down	hnical Data Manas www.dscr.dla.mil,	d/or submit requests v gement (TDMD) WEBSITE /tdmd. If the WEBSITE an overall sytem failu :	server	
SECTION L				Defense Supply 0 8000 Jefferson I			
	UNIVERSAL NUMBERING 3) NUMBER (JUN 199			ATTN: DSCR-VABA Richmond, VA 23:			
DSCR NOTE:			solicit the spe	ation number, and cification, stand	tion National Stock Nu I the title and number dard, plan, drawing, o	of	
(a) The Offeror is require Universal Numbering System (DU) Number used for verification of Central Contractor Registration with the Debt Collection Improvate 10 U.S.C. 7703	NS) Number or (DUNS- f registration in the n (CCR) database in vement Act of 1996	+4) he DoD	Comp cards a		gs will be furnished. ill only be provided w s available.		
DUNS Number:	.,.				quire a minimum seven ceipt to mailing of th		
(b) DUNS Number may be obt (refer to DFARS 252.204-7004, I Registration (Sec I) or direct	Required Central Com	ntractor dstreet.	document environt compact to three solicite of an o	E. WEBSITE requencement. Information disk requests, we do not not not not not not not not not no	ests are handled in a on can be downloaded on ailed to you in as li documents sufficientlies on as to permit time the Postal Service	real-time or, for ttle as two y prior to ely submiss delivery t	ion
TESTS	ER OF FIRST ARTICLE G (GOVERNMENT TESTIM (JAN 1997)		(804) 2	79-3356 (alternating a FAX to (804	one requests may be ma te numbers are 4174, 6 1) 279-4946.	129, or 354	ng 7)
Prior Government Acceptance	:		REFEREN	ED IN DSCR PROVI	CATIONS AND/OR STANDA SION 52.211-9G13 (SEC	RDS AS	т
GOV AGENCY CONTRACT NO.	DATE NSN SI	PEC/PART NO.	BE PROCI	SSED BY DSCR.	DS	CR (OCT 200	0)
			L12G	52.211-9009	NON-ACCEPTABILITY O SURPLUS MATERIAL DLAD (APR 2002)	F GOVERNMEN	r
DECREASE IN PRICE	BY	·	(a)	Definition.	,		
UNIT PRICE DECREASED FROM .8A 52.209-9G08 ACCES DATA	TOTOTOTOTOTOTOTOTO		unused m U.S. Gov Reutiliz authoriz surplus	material that was rernment and subs mation and Market med by DRMS, or t program. The te	sed in this clause, m purchased and accept equently sold by the ing Service (DRMS), b hrough another Federa rms 'surplus' and 'Go hangeably in this cla	ed by the Defense y contractor 1 Government vernment	rs t
(b) If offeror is approved, information Service (DLIS) assi	cite the Defense I gned approval numbe	ogistics er below:	(b)	The Government	has determined that o	ffers of	tion
		.	•			b acquibi	.1011.
ISSUE DATE OF APPROVAL			L13	52.211-9G11	COMPLIANCE WITH SPE DSCR (FEB 1996)	CIFICATIONS	
d) Offerors who are not curre ncluded on the DoD Certified C complete the DD Form 2345 'Mili ata Agreement'. The DD Form 2 nternet at http://webl.whs.osd nstructions for completion and	Contractor Access Li tarily Critical Tec 345 may be obtained mil/icdhome/DDEFOR	st should hnical via the	L15	52.211-9G13	AVAILABILITY OF SPEOR STANDARDS DSCR		
he second page of the on-line e returned to:	form. Completed fo	rms should	L37B	52.214-34	SUBMISSION OF OFFER ENGLISH LANGUAGE		
United States/Canada J Defense Logistics Info Federal Center, 74 Was	rmation Service		L37C	52.214-35	SUBMISSION OF OFFER		
Battle Creek, MI 49017			L39E	52.215-1	INSTRUCTIONS TO OFFI COMPETITIVE ACQUISIT (MAY 2001)		

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DSCR NOTES FOR FAR CLAUSE 52.215-1

In accordance with paragraph (b), the offeror hereby acknowledges receipt of solicitation amendment(s) by listing the amendment number and date below.

AMENDMENT	NO.	DATE	AMENDMENT	NO.	DATE
			-		

Contractors are reminded of the requirements of paragraph (c) (1). The Government will automatically reject and will not consider any submission marked or that appears to be only a quote, whether submitted electronically or in paper media.

DSCR (OCT 2001)

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(c) Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile equipment:

(804) 279-4165

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

- [X] FIRM FIXED PRICE
- [] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
- [] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L59DA 52.217-9G26 SURGE & SUSTAINMENT CAPABILITY ASSESSMENT DSCR (JUNE 2001)

- (a) Proposals submitted in response to this solicitation shall include a proposed approach to meeting the Surge & Sustainment (S&S) requirement identified in the schedule. The proposed approach shall include the initial ramp up (surge) and subsequent production and delivery (sustainment) of supplies to support simultaneous contingencies. The contractor's proposed approach shall be supported by a production capability assessment, as an attachment to the proposal, containing, but not limited to, the following areas:
- (1) The contractor's methodology enabling visibility of supplier base resources on a continuing basis.
- (2) Identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, a description of S&S strategies for all items.
- (3) Identify 'problem' items for which S&S cannot be easily met, proposed solutions for these items, and any significant investments (dollars or otherwise) needed to implement these solutions, including investments by the Government.
- (4) Describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.
- $\mbox{(5)}$ The contractor's agreements with suppliers and service providers that reflect access to S&S resources.
- $\mbox{(6)}$ Clearly identify any significant investments (dollars or otherwise) required to resolve the problem

areas identified under subparagraph (3), or other subparagraphs above, needed to develop S&S capability, including, but not limited to, the following information:

- (i) Why the investment is needed;
- (ii) what will be purchased with the investment;
- (iii) basis for the investment cost;
- (iv) the S&S capability to be gained from the investment; and.
- investment; and,
 (v) for investments needed to affect
 strategies, an analysis of what strategies
 were considered and why the proposed
 strategies are the most cost effective.
- (7) If the S&S requirements can be easily met with current levels of production, the following information may be provided in lieu of the detailed assessment requested above:
 - (i) The contractor's rationale for concluding the required S&S resources are readily available; and,
 (ii) the contractor's ability to meet the S&S
 - requirements through access to these resources.

 (Note: The commercial nature of an item, in and of itself, is not an adequate rationale for concluding the item is readily available. The information submitted shall include a description of access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.)

L59G 52.219-9001

SET-ASIDES OF ACQUISITIONS
OF ITEMS LISTED IN THE SCHEDULE
OF PRODUCTS MADE IN FEDERAL
PENAL AND CORRECTIONAL
INSTITUTIONS DLAD (JUN 2002)

For items listed on the Schedule of Products made in Federal Penal and Correctional Institutions, when a comparability determination leads to a competitive acquisition, set-asides may be used. However, notwithstanding the inclusion of any set-aside provision or clause in this solicitation, FPI shall also be permitted to compete for, and could receive award of, the acquisition.

L72 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

DSCR NOTE: In accordance with DFARS 232.502-4-70(b), DFARS Clause 252.232-7004 (Section I) is hereby referenced in this clause in lieu of Alternate I of the clause at FAR 52.232-16.

DSCR (JUN 2003)

L75 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --

Contracting Officer Defense Supply Center Richmond ATTN: DSCR-JVDD 8000 Jefferson Davis Highway Richmond, VA 23297-5000

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

- 1. with the contracting officer,
- 2. with the General Accounting Office, or
- pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

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Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Executive Order 12979 encourages the use of Alternation Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process. the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

L75BC 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION DLAD (JUN 2001)

- (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR orticial authorized to bind the contracting (see Fax, and approved at a level above the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check (_____). Alternate wording may be negotiated with here (the contracting officer.

52.252-1 L82

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): this/these address(es):

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement

(DEARS)

http://www.acq.osd.mil/ dp/dars/dfars.html

DSCR Master Solicitation organized as follows:

http://www.dscr.dla.mil/ procurement/mastersol.htm

Full text of DLA clauses and provisions and Section 1:

DSCR clauses, provisions, and notices. Full text Quality Assurance Provisions (QAPs) Section 2: Shipping/scheduling information for freight Section 3:

shipments destined for stock locations (DSCR Form P41 reference for freight shipments).

Procurement Automated Contract Evaluation (PACE) Section 4: Instructions

Full text of Contract Data Requirements List Section 5: (CDRLs)

Special Packaging Instruction (SPIs) Drawings Full text of Individual Repair Parts Ordering Section 6: Section 7:

Data (IRPODs)

DLA site with links to all of the above

http://www.procregs.hq. dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) 52.252-5 1.83

- The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of '(Deviation)' after the date of the provision.
- (b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

SECTION M

мз 52.209-9G05 EVALUATION-FIRST ARTICLE APPROVAL DSCR (JAN 1996)

(a) Estimated costs of Government testing will be a factor in evaluation of offers to the extent that such costs are shown below:

GOVERNMENT TEST COST

SEE RFP REMARKS FOR GOVT TEST/EVAL COST

м8 52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

MIOF 52.215-9G05 AUTOMATED BEST VALUE SYSTEM DSCR (JUL 2002)

- (a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.
- ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.
- To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated quality scores. The quality score refrects variated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date. The 30 and 60 day offset periods are NOT grace periods.

(3) Business Systems Modernization.

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- (i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002.
- (ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.
- (iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SPOXXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or
- (iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at http://131.70.202.70/j%2D6/bsm/test/vic.htm.
- (4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:

Defense Supply Center Richmond Attn: DSCR-OZP (ABVS) 8000 Jefferson-Davis Highway Richmond, VA 23297-5516

Telephone (804) 279-6881 FAX (804) 279-5042

- (5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Abvs Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.
- When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an

unresolved challenge.

- (b) Using the ABVS score for evaluation.
- $\mbox{(1)}$ The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.
- (2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

EVALUATION AND AWARD DSCR (FEB 2000) M10G 52.215-9G06

- (a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best.value to the Government. Therefore award may be made to other than the lowest priced or the highest technically rated offer.
- (b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:
 - [] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
 - [X] approximately equal to cost or price: or
 - [] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not

Item criticality and weapons system application Delivery schedule and current inventory status Historical delivery or quality problems Concerns over limited supply sources and industrial base Benefits from obtaining new sources

- (c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.
- (d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more

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important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- [X] ABVS Score (52.215-9G05)
- [] Quality History
- [] Delivery Schedule Compliance
- Javits-Wagner-O'Day (JWOD) (52.215-9005)
- Mentoring Business Agreements (MBA) [] (52.219-9003)
- Socioeconomic Support (52.215-9003)
- [] Other (specify):
- (e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's
- (i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.
- (ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.
- (iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9005).
- (iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

M12 52.216-9G09 EVALUATION - INDEFINITE QUANTITY CONTRACT DSCR (NOV 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for prices.

If line items for both stock and DVD are included in the schedule offers will be evaluated based on the total extended price for the stock and DVD line items.

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.217-9G11

EVALUATION OF OPTION TO EXTEND THE TERM OF THE CONTRACT SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I).

M19CA 52.217-9G27

SURGE & SUSTAINMENT EVALUATION - MINIMUM REQUIREMENT (JUNE 2001) DSCR

- (a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum $\,$ requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are deficient may be rejected. The S&S capability assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.
 - (b) Acceptable Standard. Acceptable proposals must:
- (1) describe a methodology which enables visibility of supplier base resources on a continuing basis;
- (2) identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, provide a description of S&S strategies for all items;
- (3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;
- (4) describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements; and
- (5) provide information regarding agreements with subcontractors, suppliers and service provides, if applicable, that reflect access to S&S resources;
- (6) identify any significant investment (dollars or otherwise) under (3) or other subparagraphs above, needed to develop S&S capability, with the following information:
 - (i) An explanation of why the investment is

(ii) A description of what items or materials

will need to be purchased with the investment.

(iii) Provide a justification/basis for the investment cost.

(iv) Identify the S&S capability to be gained from the investment.

(v) For investments to effect S&S strategies,

an analysis of what strategies were considered and why the proposed strategies are the most cost effective

- Acceptable Standard Commercial. The following (C) Acceptable Standard Commercial. The following standard shall apply in lieu of paragraph (b) for commercial items that are readily available and accessible in sufficient quantities to meet the S&S requirements. Adequate proposals shall:
- (1) provide information to support the rationale for concluding that the S&S items are readily available;
- (2) describe how access to these resources will provide the ability to meet S&S requirements; and
- (3) identify a plan for coordinating distribution and transportation services for meeting S&S requirements
- (d) Deficient Proposals. Proposal revisions to correct deficiencies in S&S capability may be addressed during negotiations with offerors determined within the competitive
- Price. Price(s) associated with S&S items will be evaluated for reasonableness and realism in accordance with proposal analysis techniques specified in FAR 15.404. The total evaluated price associated with a proposal will include S&S prices/costs only to the extent such prices/
 - (1) the dollar amount that must be obligated or

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reserved at time of award to implement and or maintain the S&S capability and

- $\mbox{\em (2)}$ the dollar amount associated with a confirmed requirement to support an actual contingency.
- (f) Materially Unbalanced Offers. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract lines is significantly overstated or understated as indicated by application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that lack of balance poses an unacceptable risk to the Government.

M19CC 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS

(MBA) PROGRAM DLAD (DEC 1997)

M33 52.247-9G21 BASIS FOR SUBMISSION AND EVALUATION OF OFFERS DSCR (JAN 1996)

- (a) Offers are invited on an f.o.b. destination basis items ${\rm ALL}$, , . . Bids submitted on any for items ALL other basis will be rejected as non-responsive.
- (b) Offers are invited on the basis of both f.o.b. origin and destination for items N/A , ,
- (c) Offers are invited on an f.o.b. origin basis for items N/A , , . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

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N/A	N/A	N/A	1	1 1	1	1	1	N/A	N/A	1	1	1	1	1	1	1	_	2		1	-1	N/A	N/A	N/A	_		N A	-1	2	N/A	N/A	N/A	_	Quantity	FAT		
N/A	N/A	N/A						N/A	N/A													N/A	N/A	N/A			N/A			N/A	N/A	N/A		Pricing	FAT		
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80	287	2	157	292	162	160	304	120	241	251	92	141	137	241	282	272	155	96	103	212	192	146	103	115	199	138	52	193	68	115	242	130	51	Days	Delivery	Required	
																																		Days	Delivery	Proposed	

First Article Testing Required. Please see pages 4-6 of RFP for FAT required delivery.

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SURGE AND SUSTAINMENT

SP0412-04-R-2911

NSN	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	Total
1560-00-108-6354	0	1	1	0	0	0	2
1560-00-868-2762	1	0	1	0	0	0	2

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